

AGREEMENT

between

THE COUNTY OF MERCER

and

P.B.A. LOCAL 167

MERCER COUNTY CORRECTIONAL
OFFICERS

EFFECTIVE

JANUARY 1, 1994 To DECEMBER 31, 1995

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PREAMBLE

This Agreement between the County of Mercer, hereinafter referred to as the "Employer", and P.B.A. Local 167, Mercer County Correction Officers' Association, Rank and File Officers, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner, and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances; and

WHEREAS, this Agreement has been approved by the Board of Chosen Freeholders of Mercer County.

NOW, THEREFORE, the parties agree with each other as follows:

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees covered by this Contract and represented by the Union, and for such additional classifications as the parties may later agree to include.

2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of the employees are exclusively retained by the employer.

3.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employees from his/her pay and remit such deduction by the end of the next month following the pay period in which deductions were made to the official designated in writing by the Union to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of employment. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed as provided in N.J.S.A. 51:14-15.9(e) as amended.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion or the probationary period of the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fees shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 447, and N.J.S.A. 34:13A5.4, et al.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer under the provisions of this Article.

3.4 The Employer agrees to furnish the Union President with an office at the Corrections Center and a telephone and a desk will be provided at the Jail, probably in the conference room. The cost of the telephone shall be paid for by the PBA.

4. WORK SCHEDULES/JOB ASSIGNMENTS

4.1 The Employer retains the absolute authority to determine establish, define and change the work schedules, work shifts and job assignments at both the Correction and Detention Centers. The employer will discuss with the Union employee job reassignments, removals or charges in work schedules or assignments.

4.2 Whenever a vacancy occurs in a regular work schedule in the classification of County Correction Officer, employees holding such title shall be given preference of this work schedule and job assignment in accordance with their seniority as defined by Article 8 of this Agreement and the procedure set forth below in Article 4.3.

4.3 Whenever a vacancy occurs in a work schedule, said vacancy shall be posted for a period of ten (10) calendar days during which period permanent employees shall have the right to bid on this work schedule in accordance with the established institutional bid procedures at both the Correction and Detention Centers. Award of this work schedule shall be made to the most senior permanent employee bidding on the work schedule no later than ten (10) calendar days following the closing date of the posting. All bids in response to work schedule postings shall be limited to those employees of the institution where the vacancy exists. If a senior employee is denied a bid position, he/she will be informed, in writing, of the reason(s) for denial.

4.4 Provisional and temporary employees shall be assigned a work schedule in their respective institution to meet the scheduling needs of that institution. Changes in work schedules for provisional and temporary employees shall be made at the discretion of the Employer to meet the scheduling needs of the institution. Any employee so affected by a work schedule change shall be given reasonable notice with respect to this change.

4.5 Job assignments within work schedules at both the Correction and Detention Center shall be the sole prerogative of the Employer and shall be made on a daily basis to meet the needs of the institution.

4.6 All unassigned shifts shall be assigned in order of seniority, except in cases of special qualifications or requirements, such as situations in which a female officer must be assigned, etc., which assignments are subject to the grievance procedure. However, an employee should be given an opportunity to learn the special skills.

4.7 The fifteen minutes "count-up time" after each shift shall be paid by the County in 1994 in the amount of \$1,025.00 and in 1995 the payment by the County shall be \$1,075.00 to all officers who have not reached maximum step. For all employees who have reached top step, the count-up time shall be paid by the County in 1994 in the amount of \$1,325.00 and in 1995 the amount shall be \$1,375.00. These payments for each employee shall be incorporated into the base salary and paid with the regular payroll checks. The above payments for "count-up time" are in lieu of overtime payments for these fifteen minutes.

4.8 The above count-up time payments for employees shall cease for all officer who have completed twenty (20) years of service to the County.

4.9 When a bid position is abolished, the officer shall have right to exercise bumping rights according to seniority.

5. EQUAL TREATMENT

5.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

5.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

6. WORK RULES

6.1 The Employer may establish reasonable and necessary rule of work and conduct for employees. Such rules shall be equitably applied and enforced.

7. POSITION CLASSIFICATIONS

7.1 The classifications of employees covered by this Agreement are all classifications set forth in Article 11, Rates of Pay.

7.2 If during the term of this Agreement, the Employer determines that new classifications are to be established or that changes are to be made in the existing classifications, the parties agree that they will consult with each other for the purpose of arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

7.3 Any failure on the part of the parties to agree to any provisions of this Article will be referred to Step 4 of the grievance procedure.

8.

SENIORITY

8.1 Seniority, is defined as an employee's total length of service with the County, beginning with the date of permanent appointment as a Corrections Officer.

8.2 In the event that two (2) or more employees are permanently appointed on the same date, seniority shall be determined by the order in which their names appear on the Civil Service certification list as issued or amended.

8.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request.

8.4 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

19.

GRIEVANCE PROCEDURE

9.1. A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement.

b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy of orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and his immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union Grievance Committeeman or President shall take up the grievance or dispute with the Warden, Mercer County Jails, within five (5) days of its occurrence. Said grievance or dispute shall be presented in writing to the appropriate institutional official and they shall respond in writing to the Union President or designated representative within five (5) working days.

Step Two: If the grievance still remains unsettled it shall be presented by the President or Union Grievance Committeeman to the department director in writing within five (5) days after the response of the appropriate institutional official is due. The department director shall respond in writing to the Union Grievance Committeeman within five (5) working days.

Step Three: If the grievance is still unsettled, it shall be presented in writing to the County Administrator or his/her designee within the Department of Administration within (5) days

from receipt of the response of the department director. No later than ten (10) days after receipt of grievance, the County Administrator or his/her designee shall meet with the employee to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than ten (10) days after meeting.

Step Four: If the grievance has not been satisfactorily resolved as Step two, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement as described in the definition of a grievance in Paragraph 9.1 (a) above (but not in Paragraph 9.1b), the Union may, within fourteen (14) days after the reply of the department director is due, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. A copy of said notice shall be served upon the department director. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on both parties, it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

9.2 Grievances as defined in Paragraph 9.1.b above which have not been satisfactorily resolved between the parties at Step Two shall not be moved to arbitration unless there is a mutual agreement in writing between the parties to move said grievance to arbitration. This mutual agreement shall contain a statement or definition of the issue to be arbitrated, which statement may not be modified or changed in the arbitration proceeding.

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievance pending at Steps One and Two above. The parties further agree that the Union and/or the Department Director shall have the opportunity to meet with the County Administrator or his designee to discuss any grievance prior to moving to arbitration.

9.4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

9.5 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives regarding matters of employee representation during working hours without loss of pay provided,

however, all employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

9.6 Representatives of the Union who are not employees previously accredited to the Employer in writing by the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, if they first obtain permission to do so from the employee's department director on his designated representative, which permission shall not be unreasonably withheld.

9.7 Grievance forms shall be provided by the County. These forms (in structure) must be approved by the Union.

10. DISCIPLINE/DISCHARGE

10.1 It is expressly understood that the Employer shall have the right to discipline any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

10.2 The Employer shall be required to set forth any charge or charges against any employee prior to removal, suspension, fine or reduction in rank. Said charge or charges shall be filed in writing and served upon the employee.

10.3 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five (5) days at one time; suspensions or fines more than (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 10.3 (a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with step Four of the Grievance Procedure.

- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step Four of the Grievance Procedures.

10.4 Written letters of reprimand and written documentation resulting from the issuance of a verbal reprimand shall be deleted from an Officer's personnel records file 180 days from the date of issuance provided that no additional written reprimands or disciplinary actions emanating from similar circumstances or infraction are issued during this 180 period.

11. RATES OF PAY

Salaries for each of the eight (8) steps below shall be increased by four percent (4%) retroactive to January 1, 1994; by an additional one and one-half percent (1.5%) effective July 1, 1994; by an additional three and three-quarters percent (3.75%) effective January 1, 1995; and by an additional one and three-quarters percent (1.75%) effective July 1, 1995.

11.1 (a) The 1994-1995 salary range for all employees covered by this Agreement shall be as set forth below:

Step	<u>12/31/93</u>	<u>4%</u> <u>1/1/94</u>	<u>1.5%</u> <u>7/1/94</u>	<u>3.75%</u> <u>1/1/95</u>	<u>1.75%</u> <u>7/1/95</u>
R	\$21,137.00	\$21,982.00	\$22,312.00	\$23,149.00	\$23,554.00
1	\$22,423.00	\$23,320.00	\$23,669.00	\$24,557.00	\$24,987.00
2	\$24,662.00	\$25,648.00	\$26,033.00	\$27,009.00	\$27,482.00
3	\$26,928.00	\$28,005.00	\$28,426.00	\$29,492.00	\$30,008.00
4	\$29,213.00	\$30,381.00	\$30,837.00	\$31,993.00	\$32,553.00
5	\$30,816.00	\$32,049.00	\$32,530.00	\$33,749.00	\$34,340.00
6	\$34,622.00	\$36,007.00	\$36,547.00	\$37,917.00	\$38,581.00
7	\$36,697.00	\$38,165.00	\$38,737.00	\$40,190.00	\$40,893.00
8	\$39,354.00	\$40,928.00	\$41,542.00	\$43,100.00	\$43,854.00

11.1 (b) Officer Recruit: The Officer Recruit Step shall receive salary increases as described in 11 above and shown in 11.1(a) as step "R." A recruit will stay at this officer recruit step for a maximum of six (6) months, however, if the officer recruit completes COTA prior to six (6) months, then the officer will move to Step 1 after successfully completing COTA or six (6) months after date of hire, whichever occurs first.

11.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of the Employer and the Union.

11.3 All employees shall automatically move one step on July 1, 1994 and all employees shall again move another step on July 1, 1995. Therefore, all employees shall automatically move a minimum of two steps during the two-year term of this Contract.

11.4 A Correction Officer who works in the classification of Correction Officer-Sergeant shall receive the Correction Officer-Sergeant rate of pay for such work for any and all time that it is performed.

11.5 When a Correction Officer is promoted to the classification of Correction Officer-Sergeant, his salary shall be adjusted to Correction Officer Sergeant rate of pay.

11.6 Correction Officers having completed ten (10) years continuous service shall receive an annual Three Hundred Twenty-Five Dollars (\$325.00) stipend beginning January 1, 1994, and an annual Four Hundred Dollar (\$400.00) beginning January 1, 1995. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

11.7 Correction Officers having completed fifteen (15) years of continuous service shall receive an annual Five Hundred Seventy-Five Dollars (\$575.00) stipend beginning January 1, 1994, and an annual Six Hundred Fifty Dollars (\$650.00) stipend beginning January 1, 1995. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

12. OVERTIME

12.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All work performed in excess of the daily work schedule.
- b. All work performed on a holiday plus the regular day's pay.
- c. All work performed on a holiday plus the regular day's pay.

12.2 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours and twenty (20) minutes in any twenty-four (24) hour period.

12.3 Overtime opportunities will be distributed as equally as possible among employees in the same classification in accordance with the following procedure:

- a. The names of all permanent employees shall be placed on an overtime list (a separate list, by classification shall be maintained by both the Correction Center and Detention Center) in order of their seniority as established by Article 8 herein.
- b. In utilizing the above lists, the officers will be called in the order in which their names appear on the list.
- c. In the event that more than one overtime slot is available, the assignment shall be chosen exclusively by the employee by seniority.
- d. If an officer either words or rejects the overtime assignment, his name will be placed on the bottom of the list.
- e. If the institution is unable to contact an officer regarding an overtime assignment, the officer's name will remain in the same position on the list, and the next officer on the list shall be called.
- f. An officer who accepts overtime on a scheduled day off is deemed to be the most senior officer for the purpose of determining mandatory overtime on the subsequent shift.
- g. Any employee who is in a Without Pay situation as a result of at least seven (7) incidents of absenteeism in the calendar year shall be prohibited from working any voluntary overtime during the next fourteen (14) day period following the date of Without Pay charge.

12.4 Any and all work performed beyond an employee's regular scheduled shift on a holiday shall be paid at the rate of double time. Therefore, any and all holiday overtime shall be paid at double time.

12.5 Provision of meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular breakfast meal.

It is understood that nothing in Clause 12 shall require payment of overtime hours not worked.

13.

CALL-IN TIME

13.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate. If the employee is called into work and arrives within one hour of the time of the telephone call, he/she will be paid for the entire shift.

13.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignments commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

14.

SHIFT PAY

14.1 Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 11:00 p.m. shall receive, in addition to their regular pay, an additional thirty (\$.30) cents per hour effective January 1, 1992.

14.2 Employees working on shifts of which the majority of working hours fall between 11:00 p.m. to 7:00 a.m. shall receive, in addition to their regular pay, an additional thirty-five (\$.35) cents per hour effective January 1, 1992.

14.3 If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be paid in addition to said premium.

15.

INSURANCE AND RETIREMENT BENEFITS

15.1 The Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the Employer except that in the election of a Health Maintenance Organization Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

15.2 The Employer agrees to provide Health/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said Insurance will continue under any self-insurance program or independent carrier the Employer may choose.

15.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

15.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows:

\$5.00 co-payment and
\$2.00 co-payment generic

15.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 86-580 adopted December 9, 1986. The employer shall pay to each employee for accumulated unused sick leave at retirement up to \$18,000.00.

15.6 The Employer agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Eligibility for this program is limited to full-time permanent employees only.

15.7 The insurance coverage provided for in this section shall be paid for by the County without contribution by the employees.

15.8 State Disability Plan: The County agrees to make available the State Disability Plan in the second year of this contract effective January 1, 1993. All eligible employees are required to make the mandatory co-payment and follow the procedures as outlined under this plan.

15.9 Each active employee shall have deducted from his or her salary \$5.00 per week for all medical, dental, and prescription drug insurance for a total of \$260.00 per year beginning January 1, 1994.

16. PAID LEAVES OF ABSENCE

16.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes, commencing the day after date of death. In the event of death of a grandparent or grandchild not living in the household of the employee said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours and ten (10) minutes pay for any one day.

The Employer reserves the right to request evidence of death of a family member and/or proof of living arrangement.

16.2 UNION BUSINESS DAYS - a) Any Employee who is duly authorized in writing to be a representative of the P.B.A. shall be granted a leave of absence with pay for the time necessary to conduct P.B.A. business. The P.B.A. shall designate no more than four employees to service P.B.A. representatives who shall be allowed to aggregate no more than sixty (60) days in any one calendar year.

b) The P.B.A. President and/or his designee shall be permitted time off to conduct intra-County/Union business such as disciplinary hearings, grievance hearings, contract negotiations, other hearings, arbitration hearings, meetings with Union representatives (including the P.B.A. attorney) to prepare for contract negotiations and other hearings and court appearances, meetings with any County personnel, and the State Delegate shall be allowed to attend State P.B.A. monthly meetings without any of these days being counted towards the sixty P.B.A. days set forth in (a) above. Such authorization for time off shall not be unreasonably denied and shall not be charged against the sixty P.B.A. days set forth above.

c) The County of Mercer will use its best efforts to secure office space and install a telephone for the exclusive use of P.B.A. Local 167. The P.B.A. shall pay all the costs of installation and monthly fees for the telephone, and shall enjoy other benefits as described in Section 3.4.

16.3 Occupational Injury Leave - Any employee who is disabled due to an occupational injury or illness shall be granted a leave of absence with full pay for the period of time the employee is disabled. Such disability is to be determined by the County physician. Said leave of absence shall be limited to a maximum of one year from the date of injury or until temporary disability payment would have terminated, whichever is sooner. New Jersey Workers Compensation Law shall apply if the disability continues beyond one year.

Employees returning from authorized leaves will be restored to their original classification and shift at the then appropriate rate of pay with no loss of seniority or other rights or benefits.

16.4 SICK-LEAVE - all full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full time temporary, full time provisional or full time JTPA employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article 15.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified prior to the employee's starting time or in conformance with departmental regulations:

(1) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action;

(2) Absence without notice for five consecutive days shall constitute a resignation under N.J.A.C. 4:1-16.14.

g. An employee who has been absent on sick leave for five (5) or more consecutive work days shall be required to submit acceptable medical evidence substantiating the illness.

(1) An employee who has been absent on sick leave for periods totalling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

(2) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

h. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

i. The appointing authority may require an employee who has been absent because of personal illness as a condition of his return to duty to be examined, at the expense of the County, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

Sick leave credits shall continue to accrue while on a leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

16.5 SICK LEAVE BUY-BACK - An employee who has used five sick days or less in any calendar year may sell up to five (5) sick days back to the County, at the sole discretion of the employee.

16.5 PERSONAL LEAVE DAYS - Employees covered by the provisions of this Agreement shall be entitled to three (3) days a year of absence with pay for personal business. Provisional employees

shall earn personal days at the rate of one (1) day for every four (4) months worked. Newly hired provisional or temporary employees shall not be entitled to personal leave days. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event that forty-eight (48) hours notice cannot be given, said leave may be taken only upon authorization by said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

16.6 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of their work shift, said employee shall be required to report to work for the remainder of their shift.

17. NON-PAID LEAVES OF ABSENCE

17.1 All employees covered by this agreement shall be entitled to a leave of absence without pay for personal illness.

a. Said sick leave of absence without pay may only be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

b. To be eligible for sick leave of absence without pay, an employee shall be required to provide the Warden, Mercer County Jails, with documentation from their personal physician detailing the nature of the illness, and the length of expected absence from duty. Said leave of absence must be approved by the County Physician. All employees shall be required to be examined by the County Physician and certified by him/her as fit to return to duty prior to their return to work.

c. Said leaves of absence must be renewed every three (3) months with the approval of the County Physician.

17.2 An employee shall be entitled to a leave of absence without pay to accept a permanent position with any other governmental agency for a period not to exceed the probationary period for such position or a period of four (4) months, whichever is less.

17.3 The County will grant leaves of absence to two (2) employees to accept full-time P.B.A. employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

17.4 All other leaves of absence without pay shall be at the discretion of the County.

17.5 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification, at the appropriate rate of pay, with no loss of seniority, or other employee rights, privileges, or benefits, provided however, that sick leave, vacation leave and longevity credits shall not accrue.

18. CHILD CARE/MATERNITY LEAVE

18.1 A permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a three (3) month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three (3) month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

18.2 Notwithstanding the provisions of Article 16.4 (Sick Leave With Pay) and Article 18.1 (Maternity Leave Without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of three (3) months. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this three (3) month period.

19. MILITARY DUTY

19.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

20. HOLIDAYS

20.1 The following days are recognized paid holidays whether or not worked:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

All other holidays formally declared by resolution of the Board of Freeholders.

20.2 Holidays enumerated in 20.1 above that fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

20.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

20.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

21. ANNUAL VACATION LEAVE

21.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absense without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

21.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, twelve (12) working days.

c. From beginning of sixth (6th) year to completion of tenth (10th) year, fifteen (15) working days.

d. From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

e. After completion of fifteenth (15th) year, twenty-five (25) working days.

21.3 Annual vacation leave with pay for all full-time temporary, full-time provisional and JTPA employees shall be earned at the rate of one (1) day per month.

21.4 The rate of vacation shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

21.5 An employee who is called back to work while on authorized vacation, shall be paid part time and one-half per day and shall not lose vacation day or days.

21.6 A maximum of ten (10) vacation days, at the option of the employee may be carried over from one (1) calendar year into the succeeding calendar year. Any remaining vacation allowance must be taken during the current calendar year unless the employee's department director determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year.

21.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the letter can be taken during the year of return.

21.8 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

21.9 Part-time temporary, part-time provisional, seasonal or hourly paid employees shall not be entitled to vacation leave.

21.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

21. LONGEVITY

22.1 Every full-time employee, provisional or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in total with the salary for pension purposes.

22.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first day of the first full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$400.00.

22.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the execution of this contract.

22.4 Such additional longevity payments shall be paid notwithstanding the maximum salary theretofore provided for such employment or for future employment, by resolution, but shall not apply to those officers, positions or employment where compensation is set by State Statute and the maximum allowed by law is presently being received.

22.5 Bonus Longevity - employees who have completed twenty years of service to the County shall have added to their base pay in 1994 the amount of \$1,325.00 per year and in 1995 the amount of \$1,375.00 per year.

23. WORK UNIFORMS, UNIFORM ALLOWANCE AND MEALS

23.1 The Employer will provide one full uniform issue to each Correction Officer Lieutenant upon permanent appointment to rank. The uniform issue shall consist of the following:

- a. Three pairs of trousers;
- b. Three short sleeve shirts;
- c. Three long sleeve shifts;
- d. One three-quarter length winter jacket, water repellant;
- e. One windbreaker;
- d. Uniforms shall include in addition to normal issue: Baseball Cap, shoes, belts and ties.

23.2 A committee of management and PBA members (PBA members to be selected by the PBA President) to investigate the possibility of having a cleaning service in place of a cash payment. The PBA committee shall have veto power if it does not agree to all of the final terms of the cleaning service. If the cleaning service is not implemented, then the clothing allowance shall be paid in accordance with Article 23.3 below.

23.3 The employer agrees to pay to each employee the sum of \$600 annually to be used by the employee for the replacement and/or maintenance of his/her uniforms. Replacement parts for uniforms shall adhere to specifications established by the employer. The allowance referred to in this sub-paragraph shall be earned quarterly, if the employee works one (1) day in said quarter and, shall be paid semi-annually on or before June 15 and December 15 of each year.

23.4 One meal per shift will be granted to all employees covered by the terms of this Agreement.

24. SAFETY AND HEALTH

24.1 The employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

24.2 The employer and the P.B.A. will participate in a safety committee in each institution. Each committee is to be comprised of one member appointed by the employer and two union officials.

24.3 The safety committee will confer on working conditions and, where necessary, make recommendations to the Warden and P.B.A. President.

24.4 The safety committee, with reasonable notice, is authorized to check safety equipment to ensure that it is in working order.

25. BILL OF RIGHTS

In order to safeguard fundamental rights for Superior Correction Officers employed by the County of Mercer, it is agreed that:

25.1 Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any employee working in the title of Correction Officer Sergeant and County Correction Lieutenant.

25.2 Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint, which complaint shall be in form of the Notification of Complaint for alleged malfeasance, misfeasance, nonfeasance of

official duty, with a view toward possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Department shall be compensated for lost time accruing from investigations in accordance with existing Department policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals, and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known, the Statute, rule or regulation allegedly violated, if known; the names and addresses of any complainants; and the identity and authority of those conducting the investigation. This shall not preclude the Employer from subsequently modifying, amending, or changing the statute, rule, or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any such investigation the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights, and, in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as part of an official investigation. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the constitution of this State, and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from employment. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges."

f. It is understood that the provisions of this paragraph shall not preclude initial or preliminary inquiries by the Employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

25.3 All investigations against law enforcement officers shall be conducted expeditiously. At least every two (2) months after the commencement of such investigation, as determined by the date that the Notification of Complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than 45 days transpire between the date the Warden or Superintendent had knowledge or should reasonably have had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the Preliminary Notice of Disciplinary Action.

25.4 There shall be removed from an officer's personnel file all papers, files, reports, notes, and copies thereof relating to an investigation of a law enforcement officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Warden or Superintendent. Such inspection shall not be unreasonably denied.

25.5 No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties. No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

25.6 The County will make every good faith effort to schedule disciplinary hearings during officers' regular scheduled shift, and not on days which the employee has off.

25.7 There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

26. SEPARABILITY AND SAVINGS

26.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provisions so affected.

27. ORAL MODIFICATION

27.1 Any modifications of this Agreement must be formalized in writing and signed by the parties to this Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into the Agreement.

28. GENERAL PROVISIONS

28.1 The employer agrees to make available one locked glass enclosed bulletin board at each of the following locations:

CORRECTION CENTER
DETENTION CENTER

The said bulletin boards shall be used for posting of the following notices:

P.B.A. Meetings
P.B.A. Elections
P.B.A. Returns
P.B.A. Appointments to Office
P.B.A. Recreational or Social Affairs

28.2 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work in or after the date of the execution of this Agreement and those former employees who retired under a State administered pension plan prior to the date of the execution of this Agreement.

28.3 The County agrees to provide TB and hepatitis inoculations to all Association members by September 1, 1994 at no cost to each employee, and thereafter pursuant to OSHA and other applicable laws and regulations. The County agrees to provide flu shots annually at no cost to employees.

28.4 Police Training Commission - The PTC required training for all employees shall be observed and adhered to. All such training shall either be done during the officer's regular scheduled work shift or shall be paid at the rate of time and one-half.

28.5 Physical Fitness - The County will reschedule the use of the Jail and the Detention Center gyms to provide at least two hours per day at least four days per week for free use by the employees beginning July 1, 1994.

29. DURATION OF THE AGREEMENT

29.1 This Agreement shall become effective January 1, 1994 and shall remain in full force and effect until December 31, 1995. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date. In the event that such notice is not given in a timely manner by either party, then either party can still request at a later date its desire to modify this Agreement.

This Agreement shall remain in full force and effect during the period of negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the date set forth next to each of their names in the year of Our Lord, One Thousand Nine Hundred and Ninety Four.

ATTEST:

Catherine DiStanzo
Clerk

Board of Chosen Freeholders

Dated: June 30, 1994, 1994

ATTEST:

Dated: _____, 1994

COUNTY OF MERCER

Robert D. Prunetti
County Executive

Dated: June 23, 1994

P.B.A. Local 167
Mercer County Correction
Officers' Association

Benton Wuensch
Benton Wuensch, President

Dated: June 17, 1994